

Council Minutes

June 21, 2021

A duly warned meeting of the Newport City Council was held on Monday, June 21, 2021, the Newport Municipal Building. Present were Mayor Paul Monette, Council President Melissa Pettersson, Council members, John Wilson, Chris Vachon and Kevin Charboneau, City Manager Laura Dolgin, City Clerk/Treasurer James Johnson, PW Director tom Bernier, Fire Chief John Harlamert, Erik Voegtlin Zoning Administrator, Jessica Booth Rec. Director by phone, members of the Press and Public.

Mayor Monette called the meeting to order at 6:30 PM.

Approval of Minutes

Mr. Vachon moved to approve the minutes of June 7, 2021. Seconded by Mr. Wilson, motion carried unanimously.

Comments by Members of the Public

None

Request for Amended Coin Drop Date for the Recreation Department.

Ms. Pettersson moved to move the Recreation Department Coin Drop to June 26, 2021, from 9:00 AM to 3:00 Pm. Seconded by Mr. Wilson, motion carried unanimously.

American Rescue Plan Act, Authorization and Responsibilities (attached)

Ms. Pettersson moved to accept the American Rescue Plan Act funds. Seconded by Mr. Vachon, motion carried unanimously.

Mr. Vachon moved to authorize Rebecca Therrien to act as the Authorized Representative to act on the municipality's behalf. Seconded by Mr. Charboneau, motion carried unanimously.

Ms. Pettersson moved that the city agree to the U.S. Department of Treasury Coronavirus Local Fiscal Recovery Fund Award terms and conditions. Seconded by Mr. Charboneau, motion carried unanimously.

Ms. Pettersson moved that the city agree to the Assurances of Compliance with the Civil Rights Requirements (title VI of the Civil rights Act of 1964). Seconded by Mr. Vachon, motion carried unanimously.

Sweeper Bids (attached)

Ms. Pettersson moved to accept the bid from J F McDermott for the Tymco 600 demo model for \$273,825. Seconded by Mr. Wilson, motion carried unanimously.

Update Recreation Director Job Description (attached)

Ms. Dolgin presented an updated job description for the Recreation Director. Mr. Vachon moved to approve the updated job description for the Recreation Director. Seconded by Ms. Pettersson, motion carried unanimously.

New Business

Mr. Charboneau noted that a mooring had moved to the north side of Farrant's Point and another one had moved in front of the Cook's boat ramp.

Mr. Charboneau noted the fountain at Pomerleau Park is not working.

Ms. Dolgin noted that the next Hazardous Waste Day is be July 17, 2021.

Old Business

Mr. Wilson asked if there was and update on the land on Prouty Dr. offered to the city. Ms. Dolgin stated she had no update at this time.

Executive Session to Discuss a Labor Relations Agreement, 1 VSA 313 (a)(1)

Ms. Pettersson moved to find that premature public knowledge of the pending contract with the Public Works Department will clearly place the city at a substantial disadvantage by disclosing our negotiation strategy. Seconded by Mr. Vachon, motion carried unanimously.

Ms. Pettersson moved to enter executive session to discuss the City's bargaining contract with the Public Works Union under the provisions of Title 1, 313 (a)(1) of the Vermont State Statues. Seconded by Mr. Wilson, motion carried unanimously.

In open session Ms. Pettersson moved to approve the Side Letter Agreement. Seconded by Mr. Vachon, motion carried unanimously.

Next Meeting Date

July 12, 2021

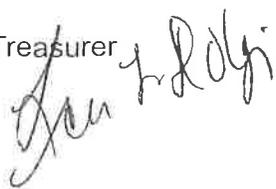
Adjournment

Mr. Charboneau moved to adjourn at 7:28 PM. Seconded by Mr. Wilson, motion carried unanimously.

Attested  this 12th day of July 2021.

 Mayor

To: City Council
Cc Jim Johnson, City Clerk/Treasurer
From: Laura Dolgin, City Manager
Re: American Rescue Plan Act
Date: June 18, 2021



The Vermont League of Cities and Towns is the State's authority regarding the distribution of the American Rescue Plan Act (ARPA) funds to municipalities:

<https://www.vlct.org/resources/american-rescue-plan-information>

We have participated in their various training sessions in order to prepare ourselves to access the Local Fiscal Recovery Funds. There are steps required for Newport City to apply for the funds, as well as then be accountable.

The State of Vermont issued an allocation table for all non entitlement units (NEU - local governments typically serving populations of less than 50,000). This allocation represents one portion of the expected funding. These allocations only include the NEU of local government funding coming to Vermont. Every city and town are eligible for their own allocation of NEU funding. According to the Allocation Table, the city is eligible for \$445,656.00 for the local fiscal recovery amount. A portion of this is estimated for 2021 (\$222,828) and a portion of 2022 (\$222,828).

County funding is delayed. There is an additional amount of funding for counties that will also come to Vermont. Our Congressional Delegation and the Governor are working to ensure this funding is distributed to municipalities using the same formula. This may take months to resolve and may involve the legislature. Further action may be needed.

For now, the City Council must appoint an Authorized Representative to use the portal. Communities have 30 days from the time the State requests the funding from the Treasury to enter the portal and certify. Not intending to jump the gun, and not realizing authorization was required nor wanting to miss any important deadlines, we filed the certification on June 10th that indicates the City intends to accept its local share. This step allowed the City to be assigned our NEU Recipient Number, see attached.

In addition to appointing the Authorized Representative, the City Council will need to document decisions relevant to the certification process, including agreeing to comply with:

1. US Dept of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions, and
2. Assurances of Compliance with Civil Rights Requirements (Title VI of the Civil Rights Act of 1964)

To summarize, a total of 4 motions are required in order to comply with the application process:

1) (1)The City Council will need to make a motion to accept the funds and (2) authorize someone to act as the Authorized Representative to act on the municipality's behalf. For example, it could be the treasurer, city manager, or programs administrator. When we filed the forms on the portal, we named our Programs Administrator, Rebecca Therrien, as the Authorized Representative, and the City Manager as the Secondary Contact. For consistency, we would ask that your motion reflect this.

- 2) The City Council will need to make a motion agreeing to
- a) (3) the US Dept of Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions, attached, and
 - b) (4) the Assurances of Compliance with the Civil Rights Requirements (Title VI of the Civil Rights Act of 1964), also attached. *Both Motions require a date and signature on the respective forms.*

This process is evolving. We will work closely with VLCT, as well as with our Regional Planning Commission, NVDA, to ensure we follow guidelines for decision making, administrative protocols and deadlines.

Thank you.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

| | | | |
|----------|---|---|---------------|
| R [F] | City of Newport 222 Main St Newport, VT 05855 | DUNS # 023719354 EIN #03-6000595 Assistance Listing #: 21.027 | [Recipient to |
|----------|---|---|---------------|

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Recipient

Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

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Laura Dolgin <laura.dolgin@newportvermont.org>

The details of your Local Fiscal Recovery Fund form submission

1 message

ADM - COVID <ADM.COVID@vermont.gov>

Thu, Jun 10, 2021 at 4:50 PM

To: "rebecca.therrien@newportvermont.org" <rebecca.therrien@newportvermont.org>

Cc: "Dolgin, Laura" <laura.dolgin@newportvermont.org>

Dear Rebecca L Therrien,

Thank you for certifying that you intend to accept your share of the funds from the American Rescue Plan Act of 2021 through the Coronavirus State and Local Fiscal Recovery Fund on behalf of Newport City.

Your municipality has been assigned an NEU Recipient Number of VT0155. Please retain this number as it will be necessary for reporting through the lifecycle of this program.

You submitted that your budget in effect on Jan 27, 2020 was \$8,496,352.00 . This may impact the amount you are eligible to receive. Currently, Newport City is estimated to receive up to \$445,655.76 in total funds. This amount will be distributed in two equal payments (50% each time) at least 12 months apart. The Agency of Administration will contact you if any adjustments to your disbursement amount are necessary.

Funds will be disbursed by the State of Vermont within 30 days of receipt of this certification based on the payment option you selected. You do not need to take any additional steps at this time or acquire any additional system access and, if your town does not have financial information on record with the State of Vermont, you will be contacted within 5 to 10 business days.

To complete your initial reports, you will be required to sign and submit the NEU Award Terms and Conditions to the Treasury. This document is located at https://home.treasury.gov/system/files/136/NEU_Award_Terms_and_Conditions.pdf. You do not need to return it to the State of Vermont.

For any questions related to this certification please contact: ADM.COVID@vermont.gov.

 **LFRF Submission Summary.pdf**
41K

Submission Summary

Submission Date: 06-10-2021 03:47 PM

Local Government Name: Newport City

NEU ID: VT0155

Authorized Representative Name: Rebecca L Therrien

Authorized Representative Title: Program Administrator

Authorized Representative Phone: 802-334-5136

Authorized Representative Email: rebecca.therrien@newportvermont.org

Funding Response: We would like to accept and request our share of the funds

DUNS Number: 23719354

Top-Line Budget Total: \$8,496,352.00

Mailing Address: 222 Main Street, Newport, VT 05855

Secondary Contact Name: Laura F Dolgin

Secondary Contact Title: City Manager

Secondary Contact Phone: 802-334-5136

Secondary Contact Email: laura.dolgin@newportvermont.org

Payment Reponse: We are a vendor in the State's financial system and would like payment to be made according to our current supplier preferences.

I have reviewed and agree to the award terms and conditions.

I have reviewed and agree to comply with Title VI of the Civil Rights Act of 1964.

Authorized Representative Signature: Rebecca L Therrien

City Manager (802) 334-5136
 334-3891
 City Clerk/Treasurer 334-2112
 334-3892
 Public Works 334-2124
 Zoning Adm./ Assessor ... 334-6992
 Recreation/Parks 334-6345
 Fax 334-5632



City of Newport
 222 Main Street
 Newport, Vermont 05855

TO: Laura Dolgin/City Manager/City Council

FROM: Thomas L. Bernier / P.W. Director *TLB*

DATE: June 18, 2021

RE: Street Sweeper Bid Request

Laura,

We had been slated to purchase a new street sweeper last year, but because of Covid we were unable to observe any demo machines. I sent out bid requests to seven different vendors. The bid request I sent out was not very specific, because all these machines are built and operate different. We did not want to build a bid spec that was framed around one vendor.

Of the seven machines six were either a vacuum or regenerative air/vacuum machine and one mechanically operated machine. We made it known during all the demos that we were primarily interested in a vacuum or regenerative air. These are the bids and cost:

Viking

| | |
|------------------------------------|----------------|
| Johnston VT652 Vacuum Demo Machine | 252,000 |
| Trade | <u>-23,000</u> |
| | 229,000 |

JF McDermott

| | |
|----------------------------|----------------|
| Tymco 600 Regenerative Air | 238,550 |
| Trade | <u>-30,000</u> |
| | 208,550 |

Options:

| | |
|---------------------------|--------|
| Stainless Steel Hopper | 17,500 |
| Broom Assist Pick up Head | 4,200 |
| Drop Down Gutter Brooms | 1,600 |

| | | |
|------------------|------------------------------------|----------------|
| | Extra Gutter Broom Nozzles | 800 |
| | Storage Box with Platform | 1,200 |
| | Camera for Pickup Head | 1,000 |
| | Auxiliary Hydraulics | <u>1,100</u> |
| | | 27,400 |
| | Total | 235,950 |
| | Tymco 600 Demo Model | 273,825 |
| | Trade | <u>-30,000</u> |
| | 1-2 Week delivery | 243,825 |
| Allied Equipment | | |
| | Global R-3 Regenerative Air | 237,450 |
| | Trade | <u>-40,000</u> |
| | | 197,450 |
| Chadwick-BaRoss | | |
| | ODRA MT4H Mechanical Sweeper | <u>208,650</u> |
| | Trade | <u>25,000</u> |
| | | 183,650 |
| CN Wood | | |
| | Elgin Pelican | 219,565 |
| | Trade | <u>30,000</u> |
| | | 189,565 |
| HP Fairfield | | |
| | Schwarze A4 Storm | 160,590 |
| | No Trade | |
| | Schwarze A7 Tornado | 237,000 |
| | No Trade | |
| Nitco | | |
| | Scarab Maven Broom Assisted Vacuum | 295,270 |
| | Trade | <u>35,000</u> |
| | | 260,270 |
| | Scarab M65T Broom Assisted Vacuum | 275,218 |
| | Trade | <u>35,000</u> |
| | | 240,218 |

I had a panel of employees Robert Roberge, Andrew Patenaude, Dan Collins, Ben Boucher, and myself that were involved in the decision making throughout this process. Each machine we observed during the demo operate in different ways with the outcome to remove debris from the roadway. Most of these machines did not even compare to our current mechanical machine that is now 11 years old. Our criteria for choosing a machine were their ease of maintenance, operator friendly controls and operation, quality of the machine, the performance while sweeping, and vacuum or regenerative vacuum to collect everything of the roadway and stop polluting the air with dust when sweeping.

There are only two machines that we were actually very interested in purchasing, the Johnston and Tymco. The final decision came down to the machine we all felt out performed, whether the machine was sweeping heavy wet debris, to leaves, which no other machine could vacuum leaves without plugging up the vacuum chute.

The Tymco 600 sweeper came with two options:

1. We order one with all the options we want for \$265,950 delivery 4-6 months.
2. We purchase the demo model with all the options plus the catch basin cleaning chute for \$273,825 delivery 1-2 weeks.

We would also like to market the sale of our 2010 Elgin Pelican so that we can benefit from the true value of the sale of this machine. We are requesting that we purchase the Tymco 600 demo model for the bid price of \$273,825.

City Manager..... (802) 334-5136
 City Clerk / Treasurer..... 334-2112
 Public Works..... 334-2124
 Zoning Adm. / Assessor..... 334-6992
 Recreation / Parks..... 334-6345
 Fax..... 334-5632



City of Newport
 222 Main Street
 Newport, Vermont 05855
 www.newportvermont.org

**CITY OF NEWPORT
 RECREATION DEPARTMENT**
 Council Approved: _____

Job Title: Director of Recreation

Reports to: City Manager

Nature of Work: Responsible for the leadership, planning and development, administration, supervision, and implementation of the Newport City Recreation Department; its programs, events, and activities for all segments of the Newport City population. This professional position is considered a member of the senior management team within the City of Newport. This job description is meant to be illustrative and is in no way all-inclusive. It shall be used as a tool or guide in the job performance of the employee it applies to.

Essential Job Functions:

- Market Parks & Recreation facilities and activities by preparing and distributing promotional material through radio, news, social media, banners and printed material, as well as representing the Department for in person and online presentations.
- Assist the general public with program registration, point of sale, facility booking, scheduling questions and other general inquiries.
- Develop, plan, promote, execute and evaluate community programs and events.
- Recruit, hire, train and provide supervision for all department employees and volunteers.
- Develop content, monitor and perform ongoing maintenance of recreation management softwares (MyRec and Premier Campground) and electronic marquee (Daktronics).
- Develop content and maintain the department's website and social media pages to reflect program, event, facility updates and other relative news for the municipality.
- Manage all transactions processed through the Recreation office including daily cash-ups, deposits and invoices.
- Monitor the Department's operating budget, debt service, and capital budget; and prepare written reports as needed, including the annual Department Report for the City Annual Report
- Perform light clean-up or general maintenance at event sites as needed.
- Monitor inventory of supplies/equipment for programs and events, identify future needs for purchase.
- Administer Mooring Management during absence of Harbormaster.
- Generate an annual capital plan as well as short and long range plans for recreational planning.
- Write, track, report on grants to support recreational programming and infrastructure.
- Maintain accurate records for expenses.
- Work closely with the Newport Recreation committee and foster a strong relationship.
- Maintain cooperative working relationships with internal and external colleagues and customers.
- Evaluate programming and services annually
- Attend meetings as requested by the City Manager.
- Participate in department head meetings and contribute to verbal and written evaluations.
- Work collaboratively with city employees and community groups to ensure good public relations and the smooth execution of programs and events.
- Coordinate activities with the Public Works Department to ensure safe and appropriate conditions for city events.

- Maintain high standards for safety at all times, and work in accordance with professional recreational practices and standards.
- Be alert to equipment and facility conditions and address maintenance or repair needs in a timely manner with the Director of Public Works.
- Perform other duties as requested.

Knowledge, Skills and Abilities:

- Ability to communicate clearly and concisely, orally and in writing.
- Ability to deal effectively and diplomatically with the general public.
- Ability to understand City policy and administer regulations firmly, tactfully and impartially.
- Ability to perform duties without constant and direct supervision.
- Ability to work with technology such as computers, cell phones, telephones, calculators; and learn new software programs, including knowledge of Microsoft Office products, Adobe Standard, Weebly, Facebook and Google Drive. Knowledge of MYRec and/or Premier Campground management software is a plus.
- Ability to maintain accurate records and confidentiality.
- Ability to recruit, train, and supervise subordinate personnel efficiently and effectively.

Physical Demands:

- Physical ability to withstand prolonged standing, kneeling, lifting and pulling. Ability to lift 50lbs.
- Willingness to work irregular hours in an outdoor setting, sometimes with exposure to weather extremes including long periods of sun, heat, rain and freezing temperatures.
- This position requires some evening, weekend, and holiday hours in addition to the regular work week.

Minimum Qualifications & Experience:

Must be at least 18 years of age.

High School diploma and at least 4 years related experience or

Bachelor's degree in Recreation, Leisure Services, Park Administration and two years experience, or an equivalent combination of education and experience in a related field.

Must be, or able to become certified in CPR, First Aid & AED.

National Recreation & Parks Certification as a Parks & Recreation Professional is a plus.

Must submit to and successfully pass a Criminal Record Check & Background Check.

Must possess a valid Driver's License.

Disclaimer: The above information is intended to describe the general nature of this position and should not be considered a comprehensive statement of duties, activities, responsibilities, and requirements. Additional duties, activities, responsibilities, and requirements may be assigned with or without notice at any time.

The job description is neither an employment contract nor a promise of work for any specific length of time. A criminal background check is required as a condition of hire.

The City of Newport is an equal opportunity employer.

City of Newport
Parks and Recreation Director
Job Description

Nature of Work:

Administrative, professional and supervisory work in the direction of a municipal parks, city dock/Gateway Building and recreation programs.

Specific Duties and Responsibilities:

- Works under the administration direction of the City Manager
- To Prepare and submit to City Manager, the department budget
- To prepare annual department report for the City Annual Report
- To supervise all department employees
- To plan, direct, coordinate, supervise and evaluate all program activities, including: parks, waterfront and open spaces activities, youth center activities, summer playground programs, etc.
- To administer revenue generation for Recreation Department through fees, charges, grants, donations and special fund raising activities
- To administer Mooring Management during absence of Harbormaster
- To develop long and short range plans for recreation and park programs and facilities in cooperation with various City Council committees
- To coordinates recreational activities with school department
- To coordinates activities with public works department to ensure safe and appropriate conditions
- To make recommendations for purchase recreation equipment and supplies
- To maintain good public relations, publicizes and promotes recreation programs through the local media including composing press releases, promotes programs through community organizations, provides information to the general public concerning recreational programs and opportunities in the area

- To interpret current recreational program activities to the general public through the use of press releases and other techniques involving news media, as well as through the publication of brochures and other written promotional outlets
- To make frequent contact with the general public to answer questions and provide information
- To make frequent contact with city departments and local media organizations to promote and coordinate programs and activities
- To perform any other duties as requested by City Council/City Manager
- Work is performed in accordance with professional recreational practices and standards, and includes administrative judgment, initiative and planning ability in the organizing of programs, and in the direction of department personnel

Education and Experience

Bachelor's degree in recreation, three to five years progressively responsible experience in recreation management, preferably in a municipal setting, or any equivalent combination of education and experience.

Knowledge, Ability and Skill

- Working knowledge of the principles and practices of recreation management including the operation and handling of recreation equipment and facilities
- Ability to communicate clearly and concisely, orally and in writing
- Ability to deal effectively and diplomatically with the general public
- Ability to design recreational facilities
- Ability to prepare and administer budgets
- Ability to maintain accurate records
- Ability to recruit, train and supervise subordinate personnel efficiently
- Certification by the National Recreation and Park Association and the Vermont Recreation and Park Association

Adopted by Newport City Council on 6/06/2011